

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Planning
AGENDA DATE: February 22, 2005
CONTACT PERSON/PHONE: Rudy Valdez/4635
DISTRICT(S) AFFECTED: 1

SUBJECT:

APPROVE a resolution authorizing the Mayor to accept a Dedication Deed from Colony Partners that conveys a 3.71 acres parksite located in Northwest El Paso and within the Ranchos Las Lomas (Lomas Del Sol) Land Study area. The dedication is being requested to allow the developer parkland credits for future subdivisions to be located within the same Land Study area as permitted in the City's Subdivision Ordinance.

BACKGROUND / DISCUSSION:

The parkland will add much needed recreation area in Northwest El Paso. There are no citizen concerns.

PRIOR COUNCIL ACTION:

No prior City Council concerning this item.

AMOUNT AND SOURCE OF FUNDING:

No City funding required for this project. Developer required to make certain improvements to subject parksite as described in City's Subdivision Ordinance.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

Both City Plan Commission and Development Coordinating Committee recommended approval of request.

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to accept the Dedication Deed from COLONY PARTNERS L.P. a Texas Limited Partnership by its General Partner, Colony Partners Management, L.L.C., conveying to the City of El Paso a 3.71 acre parcel of land, more or less, being a portion of Tract 1B2, Nellie D. Mundy Survey No. 242, *City of El Paso, El Paso County, Texas*, for parkland purposes and in exchange for parkland credits pursuant to Title 19 (Subdivisions) of the El Paso Municipal Code; and be further authorized to sign an agreement concerning such conveyance of property to the City of El Paso.

ADOPTED this ____th day of _____, 2005.

THE CITY OF EL PASO

ATTEST:

Joe Wardy
Mayor

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

Matt Watson
Assistant City Attorney

APPROVED AS TO CONTENT

Rudy Valdez, Chief Urban Planner
Planning, Research & Development

STATE OF TEXAS)
)
COUNTY OF EL PASO) **AGREEMENT**

This Agreement is made this ____ day of _____, **2005**, by and between **COLONY PARTNERS L.P., A TEXAS LIMITED PARTNERSHIP**, by its **GENERAL PARTNER, COLONY PARTNERS MANGAGEMENT, L.L.C.**, hereinafter referred to as the “Developer,” and the **CITY OF EL PASO**, hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS, Title 19 (Subdivisions) of the El Paso Municipal Code permits the offsite dedication of parkland; and

WHEREAS, the Developer proposes to dedicate 3.71 acres of land to the City as parkland in accordance with the El Paso Municipal Code; and

WHEREAS, the City Plan Commission approved a Land Study for the Ranchos Las Lomas (Lomas Del Sol) development from which credit for this off-site dedication may be received; and

WHEREAS, the Developer will apply the credit toward residential subdivisions submitted from within the Ranchos Las Lomas (Lomas Del Sol) Land Study Area;

NOW, THEREFORE, the parties hereby agree as follows:

1. **DESCRIPTION:** The Developer, being the owner of a 3.71 acre parcel of land, more or less, being *a portion of Tract 1B, Nellie D. Mundy Survey No. 242, City of El Paso, El Paso County, Texas*, being more particularly described by metes and bounds in Exhibit “A,” which is attached hereto for all purposes and referred to hereinafter as the “City Parkland,” hereby agrees to dedicate said property to the City for park purposes.

2. **PARKLAND DEDICATION CREDIT:** The Developer, by this off-site dedication will obtain a parkland credit of 3.71 acres for land dedication which may be applied toward any subsequent parkland requirement within the Ranchos Las Lomas (Lomas Del Sol) Land Study Area, as shown on Exhibit “B” which is attached hereto for all purposes, pursuant to all applicable provisions of the El Paso Municipal code, hereinafter referred to as “Code.” In addition, the Developer may opt to install additional recreational improvements in accordance with Chapter 19.12 (Parkland Dedication) and all other applicable provisions of the Code in order to receive bonus park reduction credit towards future parkland dedication requirements

within the Lomas Del Sol Land Study Area or within the park zone wherein the dedicated park is located.

3. **PARKLAND CALCULATIONS:** When a subdivision plat is submitted for residential development within the Ranchos Las Lomas (Lomas Del Sol) Land Study Area, the amount of parkland required under Chapter 19.12 (Parkland Dedication) of the Code shall be deducted from said parkland dedication credit. The Developer and its related entities, successors and assigns shall receive such credit as an offset against parkland owed by such subdivisions within the Ranchos Las Lomas (Lomas Del Sol) Land Study Area

4. **PARK IMPROVEMENTS:** The City Parkland shall be improved by the Developer in accordance with the requirements of Chapter 19.12 (Parkland Dedication) and all other applicable provisions of the Code. All improvements shall be completed in accordance with this agreement except that the Director of Parks may grant up to two extensions upon a determination that the later completion of improvements will not adversely affect the area to be served by the dedicated parkland. Additional “bonus” recreational improvements shall be completed at any time as approved and agreed to by Parks.

5. **CLOSING:** The Developer agrees to pay the cost of providing a title search on the City Parkland in a form acceptable to the City. The Developer agrees to pay for preparation of the deed as well as recording costs for the deed.

6. **TITLE:** The Developer shall deliver to the Planning, Research and Development Department the deed conveying fee simple title of the City Parkland in accordance with Chapter 19.12. (Parkland Dedication) of the Code.

7. **TAXES:** The Developer agrees to pay all ad valorem taxes, standby fees and assessments by and taxing authority on the City prorated through the date of acceptance of the deed conveying fee simple title by the City Council.

8. **PARKLAND DEDICATION ORDINANCE:** All provisions of the Agreement are subject to Title 19 (Subdivisions), Chapter 19.12 (Parkland Dedication) and all other applicable provisions of the Code, and nothing herein is intended to waive or modify any provision of the Code.

9. **STREET DEVELOPMENT:** The Developer agrees to provide all necessary drawings, plans, and specifications, according to current City design standards and policies for the improvement and extension of future subdivision streets, which abut the outer perimeter of the City Parkland, in accordance with all applicable provisions of the Code. Construction of said

streets shall be in accordance with the approved subdivision improvement plans, and shall be completely installed and constructed by the Developer within the time period specified for construction of subdivision improvements in Title 19 (Subdivisions) of the Code for the area abutting the park.

10. **SUCCESSIONS AND ASSIGNS:** All the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

11. **ENTIRE AGREEMENT:** This document contains all of the agreements between the parties and may not be modified, except by a written agreement signed by both parties.

12. **SEVERABILITY:** Every provision of this Agreement is intended to be severable. If any term or provision contained herein is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

13. **LAW GOVERNING CONTRACT:** For purposes of determining the place of the Agreement and the law governing same, it is agreed that the Agreement is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

14. **BINDING AGREEMENT:** The individual signing this Agreement, on behalf of the Developer, acknowledges that he or she is authorized to do so, and said individual further warrants that he or she is authorized to commit and bind the Developer to the terms and conditions of this Agreement.

15. **NOTICE:** All notices and communications under this Agreement shall be hand-delivered or mailed, postage pre-paid, to the representative parties at their respective addresses below, unless and until either party is otherwise notified in writing.

City of El Paso
Attention: Mayor
2 Civic Center Plaza
El Paso, Texas 79901

Colony Development, L.P.
4487 North Mesa, Suite 201
El Paso, Texas 79902

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

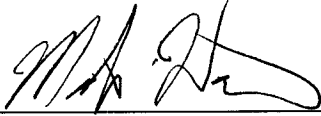
THE CITY OF EL PASO:

Joe Wardy
Mayor

ATTEST:


Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Matt Watson
Assistant City Attorney

APPROVED AS TO CONTENT:



Rudy Valdez, Chief Urban Planner
Planning, Research and Development

COLONY PARTNERS L.P.

By El Paso Colony, Inc., General Partner

By: 

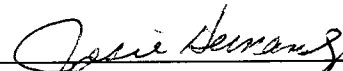
Rick A. Cordova, Authorized Agent

ACKNOWLEDGMENT

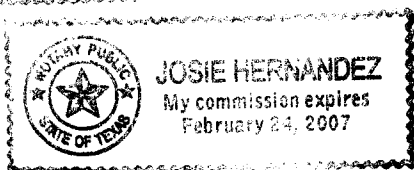
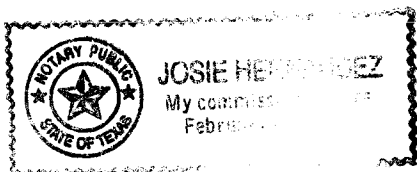
STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 3rd day of February, 2007, by Rick A. Cordova in his capacity as authorized agent for El Paso Colony, Inc., General Partner for Colony Partners L.P. with authority to act on behalf of **COLONY PARTNERS L.P.**

My Commission Expires:


Notary Public, State of Texas

Notary's Printed or Typed Name:



Property Description – Lomas Del Sol Unit Three Offsite Park

The following is a description of a proposed park site located in Nellie Mundy Survey # 242, being a portion of Tract 1B thereof, El Paso County, Texas and is more particularly described as follows:

Commencing, for reference, at a city monument located at the intersection of the centerlines of Resler Drive and Northern Pass Drive; FROM WHICH a city monument located at the intersection of the centerlines of Resler Drive and Helen of Troy Drive bears South 16° 46' 55" East 4,089.91 feet; THENCE, with the proposed centerline of said Northern Pass Drive, North 81° 58' 49" East 138.68 feet; THENCE, continuing with said centerline, along the arc of a curve to the right 413.40 feet through a central angle of 14° 48' 14", said curve having a radius of 1,600.00 feet and a chord which bears North 89° 22' 56" East 412.25 feet; THENCE, continuing with said centerline, South 83° 12' 57" East 136.25 feet; THENCE, leaving said centerline, South 13° 34' 51" East 44.80 feet to the southerly right-of-way line of said proposed Northern Pass Drive and the Point of Beginning of this park site description;

THENCE, with said proposed right-of-way line, South 83° 12' 57" East 645.27 feet to a point of curvature;

THENCE, with the arc of a curve to the right, 39.27 feet through a central angle of 90° 00' 00", said curve having a radius of 25.00 feet and a chord which bears South 38° 12' 57" East 35.36 feet;

THENCE, with a proposed street right-of-way line, South 6° 47' 03" West 377.72 feet;

THENCE, with a proposed street right-of-way line, South 77° 05' 16" East 128.32 feet;

THENCE, leaving said proposed street right-of-way line, South 2° 45' 10" East 90.26 feet to the southerly boundary line of proposed Lomas Del Sol Unit Three subdivision;

THENCE, North 53° 22' 57" West 915.62 feet;

THENCE, North 13° 34' 51" West 53.26 feet to the Point of Beginning and containing, in all, 161,737 square feet or 3.71296 acres of land.

Basis of Bearing for this survey is Geodetic (true) North for a surface plane projection centered at NGS Control Station "CHINO", such being chosen to agree with previous survey work by others.

This description is based on record data and proposed subdivision layout by others and is intended to be interpreted along with a survey drawing of same date.



8/13/04

Christian A. Clausen, RPLS – TX #5511



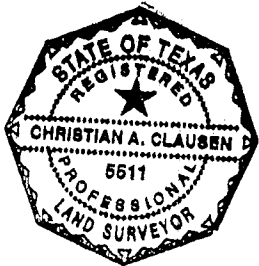
City Monument at the intersection
of Northern Pass and Resler

N 16°46'55" W

4089.91'
RESLER DRIVE

City Monument at the intersection
of Helen of Troy and Resler

WEST GATE PARCEL #4
(3300/2064)



PARK SITE

S 13°34'51" E
53.26' 44.80'

S 83°12'57" E

(FUTURE)
645.27'

NORTHERN PASS

L=39.27'
R=25.00'
D=90°00'00"

S 06°47'03" W

377.72'

S 77°05'16" E
128.32'

90.26'
S 02°45'10" E

LOMAS DEL SOL UNIT 3
(FUTURE)

CERTIFICATION

This exhibit is intended to be interpreted along with a property description of same date and represents a compilation of record survey data and proposed park and subdivision layout.

Christian A. Clausen -- TX #5511

Date of Survey: 08/2004 Scale: 1" = 100' Office: CAC Field: CAC

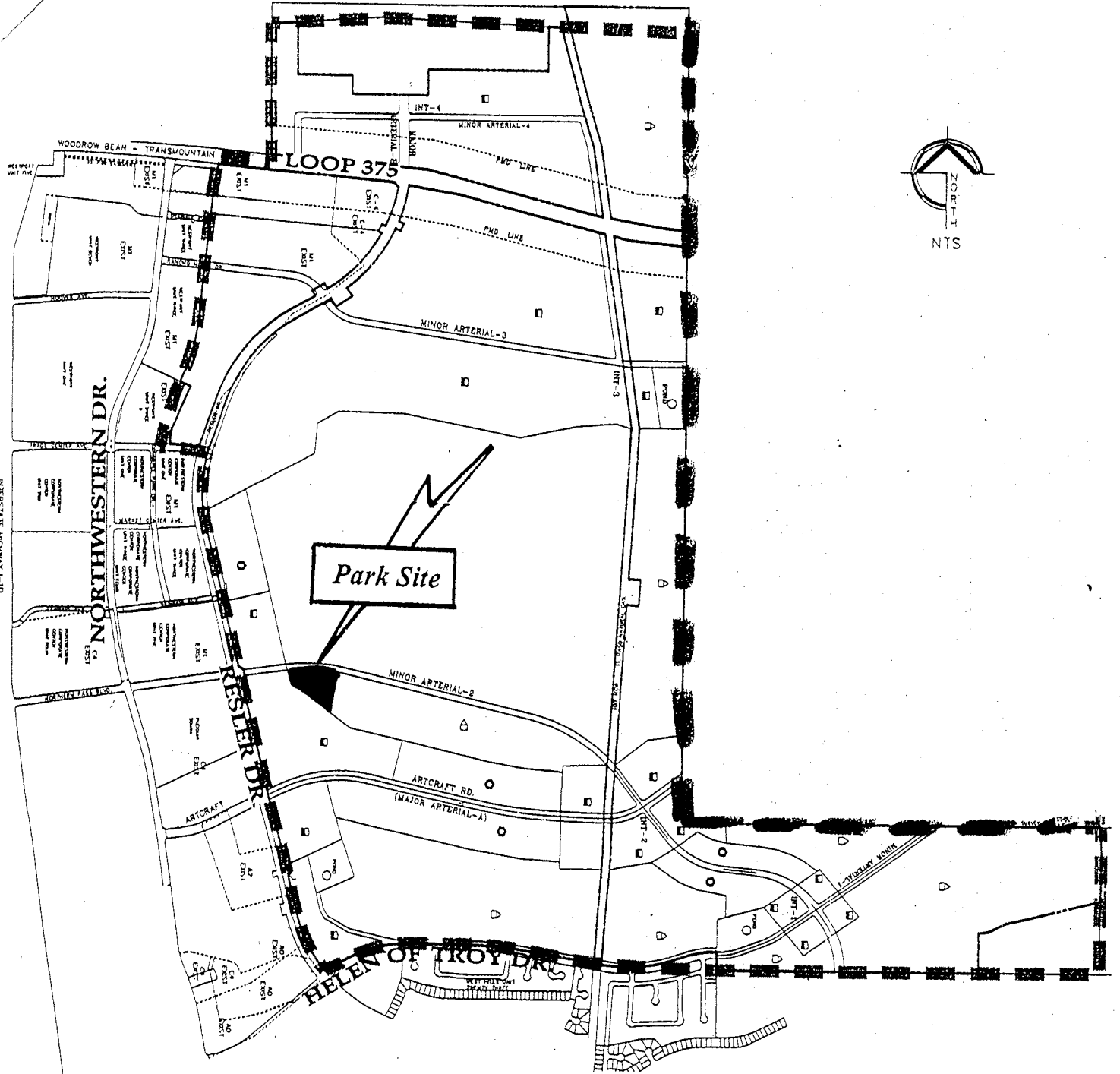
Park Site
Por. of Tract 1B2, Nellie Mundy Survey 212
City of El Paso, El Paso County, Texas

Plot Record
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Pg. -

CLAUSEN LAND SURVEYING
729 Del Mar Drive - El Paso, TX 79932
FAX: 915.532.7373 mobile: 915.355.9482

EXHIBIT "A"

Pg. 2 of 2



RANCHO LAS LOMAS / LOMAS DEL SOL PARK ZONE

EXHIBIT "B"

DEDICATION DEED

THE STATE OF TEXAS }
COUNTY OF EL PASO }

KNOW ALL MEN BY THESE PRESENTS

That **COLONY PARTNERS L.P.** hereinafter referred to as GRANTOR, of the County of El Paso, State of TEXAS, for and in consideration of the sum of TEN DOLLARS and NO/100 (\$10.00) and other good and valuable consideration by which is hereby acknowledged, does hereby dedicate, grant and convey unto the **CITY OF EL PASO**, hereinafter referred to as GRANTEE, all that certain tract or parcel of real estate lying and being situated in the County of El Paso, State of Texas, described as follows, to-wit:

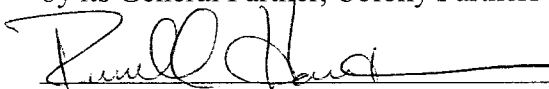
A parcel of land containing 3.71 acres, more or less, being a portion of Tract 1B2, Nellie D. Mundy Survey No. 242, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds attached hereto and made part hereof as Exhibit "A".

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successor and assigns forever; and GRANTOR does hereby bind itself, its successors, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular and said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

IT IS FURTHER UNDERSTOOD AND AGREED that this property is conveyed subject to all restrictions, covenants, easements, and reservations running with the land, taxes for the current year and thereafter.

WITNESS my hand in El Paso, Texas on this 27th day of August, 2004.

COLONY PARTNERS L.P. a Texas Limited Partnership
by its General Partner, Colony Partners Management, L.L.C.,

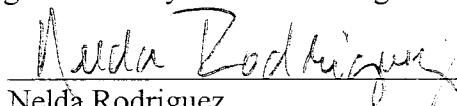


By: Russell Hanson, Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF EL PASO }

The foregoing instrument was acknowledged before me on this 27th day of August, 2004 by Russell Hanson, Manager of Colony Partners Management, L.L.C. , General Partner of Colony Partners L.P.


Nelda Rodriguez
NOTARY PUBLIC, STATE OF TEXAS



Property Description – Lomas Del Sol Unit Three Offsite Park

The following is a description of a proposed park site located in Nellie Mundy Survey # 242, being a portion of Tract 1B thereof, El Paso County, Texas and is more particularly described as follows:

Commencing, for reference, at a city monument located at the intersection of the centerlines of Resler Drive and Northern Pass Drive; FROM WHICH a city monument located at the intersection of the centerlines of Resler Drive and Helen of Troy Drive bears South $16^{\circ} 46' 55''$ East 4,089.91 feet; THENCE, with the proposed centerline of said Northern Pass Drive, North $81^{\circ} 58' 49''$ East 138.68 feet; THENCE, continuing with said centerline, along the arc of a curve to the right 413.40 feet through a central angle of $14^{\circ} 48' 14''$, said curve having a radius of 1,600.00 feet and a chord which bears North $89^{\circ} 22' 56''$ East 412.25 feet; THENCE, continuing with said centerline, South $83^{\circ} 12' 57''$ East 136.25 feet; THENCE, leaving said centerline, South $13^{\circ} 34' 51''$ East 44.80 feet to the southerly right-of-way line of said proposed Northern Pass Drive and the Point of Beginning of this park site description;

THENCE, with said proposed right-of-way line, South $83^{\circ} 12' 57''$ East 645.27 feet to a point of curvature;

THENCE, with the arc of a curve to the right, 39.27 feet through a central angle of $90^{\circ} 00' 00''$, said curve having a radius of 25.00 feet and a chord which bears South $38^{\circ} 12' 57''$ East 35.36 feet;

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THENCE, with a proposed street right-of-way line, South $77^{\circ} 05' 16''$ East 128.32 feet;

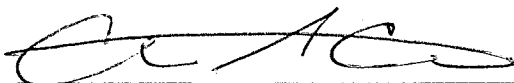
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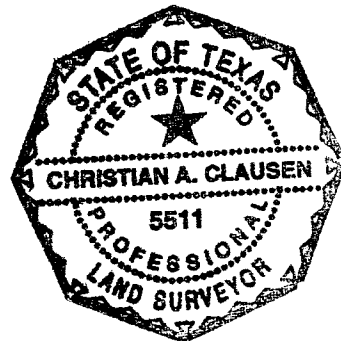
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Christian A. Clausen, RPLS – TX #5511

8/13/04



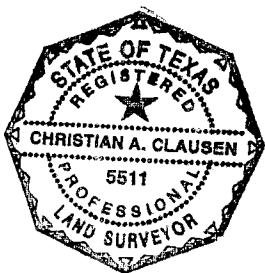
City Monument at the intersection
of Northern Pass and Resler

RESLER DRIVE

N 16°46'55" W
4089.91'

City Monument at the intersection
of Helen of Troy and Resler

WEST GATE PARCEL #4
(3300/2064)



PARK SITE

NORTHERN PASS
(FUTURE)

L=39.27'
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LOMAS DEL SOL UNIT 3
(FUTURE)

CERTIFICATION

This exhibit is intended to be interpreted along with a property description of same date and represents a compilation of record survey data and proposed park and subdivision layout.

Christian A. Clausen - TX #5511

Date of Survey: 08/2004 Scale: 1" = 100' Office: CAC Field: CAC
Park Site
Por. of Tract 1B2, Nellie Mundy Survey 212
City of El Paso, El Paso County, Texas

Plat Record
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729 Del Mar Drive - El Paso, TX 79932
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EXHIBIT "A"